

Mechanics of Holder

Uniform Commercial Article §3

§ 3-201. NEGOTIATION

- (a) "**Negotiation**" means a transfer of possession, whether voluntary or involuntary, of an instrument by a person other than the issuer to a person who thereby becomes its holder. (Thief in the night.)

§ 3-203 (d) If a transferor purports to transfer less than the entire instrument, negotiation of the instrument does not occur. The transferee obtains no rights under this Article and has only the rights of a partial assignee. (Reference Security Instrument, "interest in")

- (b) Except for negotiation by a remitter, if an instrument is payable to an identified person, negotiation requires transfer of possession of the instrument and its indorsement by the holder. If an instrument is payable to bearer, it may be negotiated by transfer of possession alone.

§ 3-202. NEGOTIATION SUBJECT TO RESCISSION

- (a) Negotiation is effective even if obtained (i) from an infant, a corporation exceeding its powers, or a person without capacity, (ii) by fraud, duress, or mistake, or (iii) in breach of duty or as part of an illegal transaction.

§ 3-202 (b) Transfer of an instrument, whether or not the transfer is a negotiation, vests in the transferee any right of the transferor to enforce the instrument, including any right as a holder in due course, but the transferee cannot acquire rights of a holder in due course by a transfer, directly or indirectly, from a holder in due course if the transferee engaged in fraud or illegality affecting the instrument. (Reference Security Instrument, "interest in")

- (b) To the extent permitted by other law, negotiation may be rescinded or may be subject to other remedies, but those remedies may not be asserted against a subsequent holder in due course or a person paying the instrument in good faith and without knowledge of facts that are a basis for rescission or other remedy.

§ 3-203. TRANSFER OF INSTRUMENT; RIGHTS ACQUIRED BY TRANSFER

- (a) An instrument is transferred when it is delivered by a person other than its issuer for the purpose of giving to the person receiving delivery the right to enforce the instrument.

(b) Transfer of an instrument, whether or not the transfer is a negotiation, vests in the transferee any right of the transferor to enforce the instrument, including any right as a holder in due course, but the transferee cannot acquire rights of a holder in due course by a transfer, directly or indirectly, from a holder in due course if the transferee engaged in fraud or illegality affecting the instrument.

(Paradox to § 3-202. (a) Negotiation is effective even if obtained (i) from an infant, a corporation exceeding its powers, or a person without capacity, (ii) by fraud, duress, or mistake, or (iii) in breach of duty or as part of an illegal transaction)

- (c) Unless otherwise agreed, if an instrument is transferred for value and the transferee does not become a holder because of lack of indorsement by the transferor, the transferee has a specifically enforceable right to the unqualified indorsement of the transferor, but negotiation of the instrument does not occur until the indorsement is made.
- (d) If a transferor purports to transfer less than the entire instrument, negotiation of the instrument does not occur. The transferee obtains no rights under this Article and has only the rights of a partial assignee.

§ 3-204. INDORSEMENT

- (a) "**Indorsement**" means a signature, other than that of a signer as maker, drawer, or acceptor, that alone or accompanied by other words is made on an instrument for the purpose of (i) negotiating the instrument, (ii) restricting payment of the instrument, or (iii) incurring indorser's liability on the instrument, but regardless of the intent of the signer, a signature and its accompanying words is an indorsement unless the accompanying words, terms of the instrument, place of the signature, or other circumstances unambiguously indicate that the signature was made for a purpose other than indorsement. For the purpose of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument.
- (b) "**Indorser**" means a person who makes an indorsement.
- (c) For the purpose of determining whether the transferee of an instrument is a holder, an indorsement that transfers a security interest in the instrument is effective as an unqualified indorsement of the instrument.

- (d) If an instrument is payable to a holder under a name that is not the name of the holder, indorsement may be made by the holder in the name stated in the instrument or in the holder's name or both, but signature in both names may be required by a person paying or taking the instrument for value or collection.

§ 3-301. PERSON ENTITLED TO ENFORCE INSTRUMENT

"Person entitled to enforce" an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to Section 3-309 or 3-418(d). A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument. (Thief in the night.)

Alabama	Alabama Code > Title 7 > Article 3 - Negotiable Instruments
Alaska	Alaska Statutes Chapter 45.03 - Negotiable Instruments
Arizona	Arizona Laws > Title 47 > Chapter 3 - Negotiable Instruments
California	California Commercial Code > Division 3 - Negotiable Instruments
Connecticut	Connecticut General Statutes > Title 42a > Article 3 - Negotiable Instruments
Delaware	Delaware Code Title 6 > Article 3 - Negotiable Instruments
Florida	Florida Statutes > Chapter 673 - Uniform Commercial Code: Negotiable Instruments
Hawaii	Hawaii Revised Statutes Chapter 490 > Article 3 - Negotiable Instruments Hawaii Revised Statutes Chapter 490 > Article 3 > Part 1 - General Provisions and Definitions Hawaii Revised Statutes Chapter 490 > Article 3 > Part 2 - Negotiation, Transfer, and Indorsement Hawaii Revised Statutes Chapter 490 > Article 3 > Part 3 - Enforcement of Instruments Hawaii Revised Statutes Chapter 490 > Article 3 > Part 4 - Liability of Parties Hawaii Revised Statutes Chapter 490 > Article 3 > Part 5 - Dishonor

	Hawaii Revised Statutes Chapter 490 > Article 3 > Part 6 - Discharge and Payment
Idaho	Idaho Code Title 28 > Chapter 3 - Uniform Commercial Code -- Negotiable Instruments
Kansas	Kansas Statutes > Chapter 52 - Negotiable Instruments Kansas Statutes > Chapter 84 > Article 3 - Negotiable Instruments
Maine	Maine Revised Statutes > Title 11 > Article 3-A - Negotiable Instruments
Montana	Montana Code Title 30 > Chapter 3 - Uniform Commercial Code Negotiable Instruments
Nebraska	Nebraska Statutes > Chapter 62 - Negotiable Instruments
New Mexico	New Mexico Statutes Chapter 55 > Article 3 - Negotiable Instruments
New York	New York Laws - Uniform Commercial Code > Article 3 - Commercial Paper
New York	New York Laws > Uniform Commercial Code > Article 3 - Commercial Paper
North Carolina	North Carolina General Statutes Chapter 25 > Article 3 - Negotiable Instruments
North Dakota	North Dakota Code > Chapter 41-03 - Negotiable Instruments
Ohio	Ohio Code > Title 13 > Chapter 1303 - Commercial Paper
Oregon	Oregon Statutes > Chapter 73 - Negotiable Instruments
Rhode Island	Rhode Island General Laws > Chapter 6A-3. Negotiable Instruments
South Carolina	South Carolina Code > Title 36 > Chapter 3 - Commercial Code - Negotiable Instruments
South Dakota	South Dakota Laws > Title 57A > Chapter 3 - Negotiable Instruments South Dakota Laws > Title 57A > Chapter 03A - Consumer Paper--Limitations On Negotiability
Tennessee	Tennessee Code > Title 47 > Chapter 3 - Negotiable Instruments
Texas	Texas Business And Commerce Code > Title 1 > Chapter 3 - Negotiable Instruments
Utah	Utah Code > Title 70A > Chapter 3 - Uniform Commercial Code - Negotiable Instruments
Vermont	Vermont Statutes > Title 9A > Article 3 - Commercial Paper
Virginia	Virginia Code Title 8.3A - Commercial Code - Negotiable Instruments
West Virginia	West Virginia Code > Chapter 46 > Article 3 - Negotiable Instruments

Wisconsin [Wisconsin Statutes Chapter 403 - Uniform commercial code-
-negotiable instruments](#)

Yikes, it looks as all the bases were covered to even allow for a criminal to claim Holder with rights, except § 3-203 (d) provides that not even a thief in the night can become a holder with rights where the full value of the instrument was not transferred or negotiated.

In not applying § 3-203 (d) one would be inclined to believe that just mere mechanical possession of the instrument provides rights of enforcement. However, having mechanical possession without rights and postulating the claim to rights is only a mechanical gesture, it is not supported by statutory law

In applying § 3-203 (d) along with what is common Covenant #20 within a Security Instrument to which was to secure to the instrument, we find fraud in conception by claiming the Security Instrument follows the intangible obligation identified within the Security Instrument which following the intangible obligation is totally opposite of statutory and case law. But such fraud has been excluded by the Article(s) to allow enforceability of the instrument by an innocent subsequent purchaser. With fraud present within the Security Instrument, can under statutory law the Security Instrument attach and perfect to the instrument a lawful alternate means of enforcing the instrument?

God wrote mans first laws in stone. Today in the many religious writings of the world we find that God had many laws than what was not cast in stone. Noted above or a few of man's law retrieved from the intangible cyber world.

Is God real (tangible) or imaginary (intangible)? Medical science provides an axiom of reasoning as to what is real and imaginary; the common medical term used is “Schizophrenia.”

Six billion inhabitants of the planet Earth believe in a Deity, about the same number of inhabitants when the planet Vulcan was sucked into the singularity of a black hole for you Star Trek trekkies. Vulcan was per history past a mythology God of beneficial and hindering fire. This belief violates one of God’s written laws, **“Thou shalt have no other gods before me.”** Laws are laws and should be followed in accordance to how they are written, and where the judges below the rank of God fail to follow law, may Satan have mercy on your soul for you have already chosen and placed a false God before.

As for the fiscal cliff in regards to taxation, it is written that man will tithe. Avoid God’s tithe or mans tax tithe and one violates another of God’s divine. Probably true that avoiding tax would allow for a purchase of a bigger ship, but would such ship float long in a sea of fire. True that mans tangible body would enjoy voyaging upon the Seven Seas of the planet, but where after tangible life ends does the intangible soul cruise? Does the death of the tangible body end that of an intangible possibility of further life? How does one choose without having tangible proof an intangible exists, or does the intangible exist? The choice is up to each individual, for this writer, I foresee not even the finest tangible vessel will survive the Sea of Hell but see the intangible soul eternally in peace and bliss.

One thing for certain, tangible evidence proves that an intangible value was stripped from the tangible instrument making it ineligible for negotiation.

One cannot succeed with a singularity of thought.